

Appn. No. 10/734,758

Attorney Docket No. 11745-025

II. Remarks

Claims 11-22 and 24-34 are pending in the present application. Claim 35 has been added. With the remarks provided below, the Applicants respectfully request reconsideration and a withdrawal of all rejections.

Case Interview

The Applicants thank Examiners Ferguson and Hirshfeld for the case interview conducted on June 29, 2005.

Rejections Under 35 U.S.C. § 103

Responsive to the rejections of claims 11-16 under 35 U.S.C. § 103(a) based on the combination of *Gosnell et al.* (U.S. Patent No. 3,589,289) and *Redfield* (U.S. Patent No. 4,531,122), the Examiner's conclusion of obviousness is based on improper hindsight reasoning since judgment on obviousness includes knowledge gleaned only from the Applicants' disclosure. For example, claim 11 recites a plastic substrate and an ink having a thixotropic network printed on the substrate. *Gosnell et al.* merely teaches the making of printing plates having "indicia-composing elements 25 of solid material," wherein the material is a thixotrope. *Gosnell et al.*, col. 3, line 61 to col. 4, line 14. *Gosnell et al.* merely mentions that an ink is to be used in the ultimate printing operation and by the materials used to clean the printing surface. Col. 4, lines 1-23. Moreover, *Redfield* mentions a thixotropic ink screen-printed onto a flatscreen display panel. See *Redfield*, col. 14, lines 60-67. However, *Gosnell et al.* lacks any suggestion or motivation to use a thixotropic ink, and *Redfield* lacks any suggestion or motivation to print ink on a thixotropic material. Thus, the rejections of claims 1-16 were based on improper hindsight.

Additionally, the Examiner's conclusion of obviousness is based on improper hindsight reasoning, since *Gosnell et al.* and *Redfield* teach away from their combination. It is improper to combine references where the references teach away from their combination. In *Gosnell et al.*, the ink is "a nonvolatile, nondrying ink comprising hexylene glycol." Col. 10, lines 60-65 (emphasis added). Contrarily, *Redfield* teaches an ink consisting of "a low temperature devitrifying glass powder."



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Col. 14, lines 60-67 (emphasis added). The ink in *Redfield* is not a nondrying ink as taught in *Gosnell et al.* The rejections of claims 1-16 were based on improper rationale.

Furthermore, in the case interview, the Examiners stated that they broadly defined the meaning of "an ink printed on a substrate" to include both a final substrate as well as any transient substrate used in a printing process. However, if the ink of the present invention were dried or cured during a printing process on a transient substrate, the printing process would not function as intended. The composing member (10) described by *Gosnell, et. al* is such a transient substrate in that it is continuously exposed to an ink (See col. 3, lines 67-75) during the printing process. In a membrane image transfer process, the comparable transient substrate would be the soft deformable membrane (218) used to transfer the ink to the surface of a final plastic article (220) as described in the specification of the present application. Page 7, paragraph [0023]. The inventors being their own lexicographer do not intend to include transient articles upon which the ink is printed. For example, a membrane image transfer article refers to the result (220) of the MIT process and not a transient component therein as described in the present application. Col. 3, lines 67-75. The inventors' intention is further inferred in the specification (page 27, paragraph [0062]) by defining the printing capability of an ink as being partially determined via the percentage of ink transfer, the thickness of the print, and the adhesion of the print. In this example, the ink is transferred from the transient substrate to the final article (specification, page 27, paragraph [0062]). If the ink of the present application were dried or cured during a printing process on a transient substrate, the printing process would not function as intended.

Claims 12-16 generally depend from independent claim 11. Thus, claims 12-22 are allowable for the reasons provided above.

Responsive to the rejections of claims 24-34 under 35 U.S.C. § 103(a), the combination does not teach or suggest all of the elements recited in claim 24. For example, claim 24 recites providing an ink comprising a hydrocarbon solvent and a synthetic polymeric resin. As mentioned above, the ink in *Gosnell et al.* is a nonvolatile, nondrying ink comprising hexylene glycol." Col. 10, lines 60-65.

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Moreover, the ink in *Redfield* is "a low temperature devitrifying glass powder with a suitable organic binder, along with other additives to create an ink with the necessary thixotropic properties." Col. 14, lines 60-67. Neither of the inks taught in *Gosnell et al.* nor *Redfield* comprises a hydrocarbon solvent and a synthetic polymeric resin as recited in claim 24 of the present application. Thus, the combination fails to teach or suggest all of the elements of claim 24.

Claims 25-31 generally depend from independent claim 24. Thus, claims 25-34 are allowable for the reasons provided above.

New claim 35 has been added. Claim 35 recites a membrane image transfer article comprising a plastic substrate, and an ink "adhered to the substrate." Support for claim 35 may be found in the specification of the present application, page 9, paragraph [0025]. New claim 35 is in a condition for allowance and such action is earnestly solicited.

Thus, claims 11-22 and 24-35 are in a condition for allowance and such action is earnestly solicited.

Respectfully submitted,

July 1, 2005

Date



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